

# **TERMS AND CONDITIONS**

## **Overview**

These Terms and Conditions are effective from February 2023.

By purchasing something from me, you engage in my “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

Please read these Terms of Service carefully. By accessing my services via the First Of March website, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

You can review the most current version of the Terms of Service at any time on this page. I reserve the right to update, change or replace any part of these Terms of Service by posting updates via the First Of March website. It is your responsibility to check these Terms and Conditions periodically for changes. Your continued use of, or access to, our services on the First Of March website following the posting of any changes constitutes acceptance of those changes.

## **Prices**

Prices shown are inclusive of VAT but are exclusive of any local taxes or tariffs.

## **Product Description**

I make every effort to convey the details of the product accurately. As products are handmade there may be some variation and images are for guidance only.

## **Payment**

Payment is made when you place an order via the secure online payment platform - Stripe. Payment can be made by any means acceptable to Stripe which may vary from time to time.

## **Deposits**

Made to order, special editions, bespoke commissions - once a commission or order has been agreed, a non refundable deposit of 30% to the total price will be required prior to work commencing on the project.

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### **Delivery and shipping costs**

**Delivery times** and carriage for stock, commissioned or bespoke pieces will be agreed when the order is placed. Carriage will be by the appropriate courier for the piece ordered. Delivery will be made once full payment for the item has been received and made to the address requested at the time of order.

For specific product delivery and shipping information please contact me at [chrisbirdjones@btinternet.com](mailto:chrisbirdjones@btinternet.com)

### **Shipping costs**

Please note that shipping does not include any tariffs or local taxes. These are payable by you, the customer.

### **Insurance**

All items are insured during transit.

### **Damaged items or faulty items**

I hope you are completely satisfied with your purchase, but if the item should prove faulty please notify me at [chrisbirdjones@btinternet.com](mailto:chrisbirdjones@btinternet.com) and I will, on return of the item or items, either repair, replace or refund the item in full.

All my pieces are inspected prior to dispatch but I cannot guarantee that damage will not occur during delivery. In the event of any items being damaged upon receipt please notify me immediately by emailing me at [chrisbirdjones@btinternet.com](mailto:chrisbirdjones@btinternet.com)

### **Right to Cancel**

If I have not delivered your order within 30 days of you submitting your order or any other date agreed with you then you may cancel your order and I will refund any money paid by you unless otherwise stated and agreed with you.

You also have the right to cancel part or all of your order by notifying me within 14 days of receipt of the items you wish to return. Please contact me by emailing me at [chrisbirdjones@btinternet.com](mailto:chrisbirdjones@btinternet.com). Items must be returned within 14 days of you notifying me

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of the return. For the item to be refunded, the piece must not be damaged or show signs of use. I cannot be held responsible for any damage in transit so would recommend that you insure the piece for return and use the same or similar courier. Once the piece is returned to me in the condition in which you received it, I will refund you the full price less any deposit or shipping paid within 14 days of receipt of the items. Refunds will be made via the online payment platform - Stripe - using the payment method used at the time of purchase. I regret that commissioned, personalised or bespoke orders are not refundable nor can they be replaced.

### **Costs of return**

Unless the items are faulty, the cost of returning an item and any insurance is borne by you, the customer.

### **Trading and Returns address**

Chris Bird-Jones  
6 The Promenade  
Mount Pleasant  
Swansea  
SA1 6EN

[chrisbirdjones@btinternet.com](mailto:chrisbirdjones@btinternet.com)

### **Governing Law and Jurisdiction**

The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms of Use or of any term of these Terms of Use will be governed by the law of England and Wales.

The English and Welsh courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms of Use or use of the Website. However you should note that this does not prevent residents of Northern Ireland or Scotland from starting proceedings in their own local courts.